



DALLAS
FORT WORTH
INTERNATIONAL
AIRPORT

CONTRACT NO. 9500551
JOB ORDER CONTRACT

CONTRACT FORMS
SCOPE OF WORK
SAMPLE BOND FORMS
PACKAGE 2 OF 5

REQUEST FOR PROPOSALS

FEBRUARY 7, 2016

**REQUEST FOR PROPOSALS
JOB ORDER CONTRACT**

CONTRACT FORM 		DATE:	
		1. CONTRACT NO.: <div style="text-align: center;">9500551</div>	
2. CONTRACT TITLE: JOB ORDER CONTRACT			
3. NAME AND ADDRESS OF CONSULTANT:		4. CONTRACT AMOUNT:	
5. ADMINISTRATIVE AND ACCOUNT DATA: (For Administrative Use Only) <ul style="list-style-type: none"> ◆ Board Resolution No.: ◆ Date of Award: ◆ Fund No.: Various ◆ Design, Code & Construction Representative: 			
6. The Dallas/Fort Worth International Airport Board and the contractor agree to perform this contract in strict accordance with the documents identified as follows: all of which are made a part of this contract: <ul style="list-style-type: none"> ◆ Attachment A – Scope of Services ◆ Attachment B – Special Provisions ◆ Attachment C – General Provisions ◆ Attachment D – Technical Specifications (Division 1) 			
7. APPROVED AS TO FORM:		8. PERFORMANCE PERIOD:	
Legal Counsel to the Dallas/Fort Worth International Airport		Two years, with three (3) additional one-year option years.	
9. CONSULTANT		10. DALLAS/FORT WORTH INTERNATIONAL AIRPORT	
Authorized Signature		Authorized Representative	
Name and Title of Signer (Type or Print)	Date Signed	Name of Authorized Representative (Type or Print)	Date Signed

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ATTACHMENT A – SCOPE OF SERVICES

INTRODUCTION

Contractor to provide bonded construction services for the minor construction, repair, rehabilitation, or alteration of facilities at the Dallas/Fort Worth International Airport. This work is of a recurring nature but the delivery times are indefinite. Indefinite quantities and orders will be awarded substantially on the basis of pre-described and pre-priced tasks under Contract No. 9500551, titled "Job Order Contract".

WORK COVERED BY CONTRACT DOCUMENTS

Work of this Contract will be assigned by individual Delivery Orders; however, the Board is not obligated to order any work. The number of Delivery Orders to be issued is unknown. Work within this contract may be inside the Airport Operations Area (AOA) of the Dallas/Fort Worth International Airport.

CONTRACT METHOD

Work accomplished under the Contract will be performed on a Lump Sum basis and assigned by individual Delivery Orders as described below.

The Contractor will receive a scope of work for a specific task from the Contract Administrator or designee; prepare a Job Order Proposal further defining and restating the scope, and providing a line item proposal for the scope, including quantities and cost using the applicable adjustments and bid coefficient.

Pricing will be based on the then current edition of the R.S. Means Facilities Construction Cost Data Unit Price Books (UPB) for Divisions 1 through 44, inclusive. The Contractor is responsible for providing at their expense, printed or electronic copies of this data for their use. The City Cost Index for Dallas, Texas or Fort Worth, Texas shall be used, depending upon the location of the work. The prices in the "Total, including O&P" column shall be used and any adjustment factors, as applicable for each Delivery Order. Items not specifically contained in the UPB will be negotiated as required; however, if an item the same in "form, fit and function" can be found in the UPB, it can be used to price an equivalent line item if appropriate rational and documentation is provided.

Once the applicable line items, quantities and adjustment factors have been agreed upon by the Board and the Contractor, the Delivery Order will be processed as though it were a lump sum fixed price contract for the specified scope of work.

Bid coefficients include all costs other than those contained in the UPB as described above, and include, but are not limited to: all direct and indirect costs of doing the work of the contract; tools; labor burden; overhead; general and administrative expenses; profit; home office expenses; project office expenses; mobilization and close-out costs; insurance; compliance with all laws, regulations and code requirements, including building, safety and environmental requirements; protective clothing and equipment; training; computer equipment and software; maintenance; fuel; testing and all contingencies associated with performing the work.

Contractor will be required to provide payment and performance bonds in the amount of \$3,500,000.00. Should the aggregate amount of outstanding issued work exceed \$3,500,000.00, the contractor will be required to provide payment and performance bonds in the full amount of all outstanding work.

For each Delivery Order, the Contractor shall provide on-site Management Personnel (Project Manager or higher) authorized to be in charge of the Project and act as liaison in all aspects of the negotiations, scheduling, and bidding of the Project.

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Each Delivery Order will outline the element agreed to and will include or reference contract language specifically for the project, in addition to all provisions contained in the base contract.

Each Delivery Order will be a supplement to this base contract. The Contractor will be required to complete all work according to the provisions contained in the Delivery Order and this contract, and within the established Delivery Order amount. In the event of a conflict in the language of this Contract and the language of the Delivery Order, the language of the Delivery Order shall control.

If a Change in Scope occurs after a Delivery Order has been executed, a Delivery Order Revision will be negotiated with the Contractor. After an agreement has been reached, a formal Delivery Order Revision outlining the specific's agreed to will be executed incorporating the changes.

CONTRACT TIME

The term of the Contract shall be two (2) years with three (3) one-year renewal options, with said options to be exercised solely at the Board's discretion. The number of calendar days allotted for completion of each Delivery Order shall be identified on the Delivery Order for that specific task. The number of days will vary with each task.

DELIVERY ORDER PROCESS AND PRICING

Contractor agrees to provide Work on a Delivery Order basis as requested by Board in accordance with the terms of the Contract documents and any Delivery Order issued under them.

The specific Scope of Work for each Deliver Order will be determined by the Board.

The Board will issue a Request for Price (RFP) to the Contractor for each Scope of Work.

Contractor must provide Board with a written Delivery Order Proposal that is based upon the Unit Price Guide, Pre-Priced Items and, if necessary, Non-Pre-Priced Items as agreed to by the Board.

The undersigned hereby agrees to provide the services at the following bid coefficients based on the current edition of the R.S. Means Facilities Construction Cost Data Unit Price Books for Divisions 1 through 44, inclusive.

Bid coefficients will include all costs other than those contained in the pre-priced unit prices and will specifically include, but not be limited to: direct cost of doing the work of the contract; labor burden; overhead; general and administrative costs and expenses; profit; project office expenses; mobilization and close-out costs; insurance; bonds; compliance with all laws and regulations; compliance with code requirements; compliance with safety requirements including protective clothing and equipment; computer equipment and software; fuel; testing; and all contingencies associated with performing the work.

LINE	DESCRIPTION	COEFFICIENT	REMARKS
1	Standard working hours coefficient		See Note 1
2	Non-standard working hours coefficient		See Note 2
3	Security factor coefficient for working in secured areas		See Note 3
4	Security factor coefficient for working in secured areas		See Notes 2 and 3

Note 1: The Standard working hours coefficient applies to (a) standard working hours and (b) non-restricted areas (Landside).

Standard working hours are defined as: Monday through Friday, 7:00 a.m. to 5:00 p.m., except for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

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Note 2: Non-standard working hours coefficient applies to all hours except those as stated in Note 1 above. This also includes work in occupied spaces.

Note 3: Security factor coefficient applies to restricted areas of the Airport which include:

- *Secured areas – Non-public portions of the Airport where access is controlled by a badging system, gates, fences and other means to prevent unlawful entry.*
- *The Air Operations Area (AOA) – Any area of the airport used or intended to be used for the landing, takeoff or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.*
- *The Security Identification Display Area (SIDA) – Part of the Secured areas where passenger aircraft are boarded and de-boarded (including the Central Terminal Area (CTA)), baggage make-up areas (where baggage is sorted, loaded and unloaded), and cargo handling operations area and aircraft maintenance facilities.*
- *All Terminal D and DFW Landside Customs & Border Patrol Areas*

Non-Pre-Priced Items: Non-Pre-Priced Items are the necessary, but incidental, parts of a Delivery Order Project that are not susceptible to unit pricing using the Pre-Priced tasks in the Unit Price Guide. The proposed Cost of all non-Pre-Priced Items in the Delivery Order Project Proposal must include all Contractor Cost items otherwise included in the coefficient multiplier used for Pre-Priced Items. No coefficient multiplier will be applied to non-Pre-Priced Items. Non-Pre-Priced Items may not exceed ____% of the total Cost proposal for a Delivery Order Project.

Contents of Delivery Order Project Proposal. A Delivery Order Proposal must include the following:

- A narrative description of Contractor's understanding of the Delivery Order Project scope of Work;
- A description of particular phases of the scope of the Work, if applicable;
- A Cost Proposal detailing:
 - the Cost of the Pre-Priced Items as taken from the Unit Price Guide;
 - the Cost of any Non-Pre-Priced Items;
 - any other Costs that the Contractor intends to charge to the Delivery Order Project;
 - a statement that all Contractor fees, overhead Costs and general conditions are included in the Cost Proposal; and
 - a lump sum figure for performing the Work, if appropriate;
- A proposed date to commence the Work;
- A list of all Subcontractors that Contractor proposes to use in the performance of the Work; and
- Any qualifications or conditions applicable to the Delivery Order Project Proposal.

Delivery Order Proposal Review. Board and Contractor will review Contractor's Delivery Order Project and negotiate any changes, clarifications or modifications that may be required into the Delivery Order to be prepared and executed by both of them.

Notice to Proceed: Upon execution of a Delivery Order by Board and Contractor, the Contractor is authorized to proceed as identified in the Delivery Order.

SAMPLE PERFORMANCE BOND

THE STATE OF TEXAS)
COUNTY OF DALLAS AND)
COUNTY OF TARRANT)

KNOW ALL MEN BY THESE PRESENTS: That _____,
of _____, hereinafter called Principal, and _____,
a corporation organized and existing under the laws of the State of _____ and fully authorized to
transact business in the State of Texas, as Surety, are held and firmly bound unto the Dallas/Fort Worth
International Airport Board, acting on behalf of the Cities of Dallas and Fort Worth, municipal corporations
organized and existing under the laws of the State of Texas, hereinafter called Owner, in the penal sum of _____
DOLLARS
(\$ _____) in lawful money of the United States, to be paid in Dallas County or
Tarrant County, Texas, for the payment of which sum well and truly to be made, we hereby bind ourselves, our
heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. This Bond shall
automatically be increased by the amount of any Change Order which increases the Contract price, but in no
event shall a Change Order which reduces the Contract price decrease such obligations.

THE OBLIGATION TO PAY SAME is conditioned as follows:

Whereas, the Principal entered into a certain Contract designated as **Contract Number 9500551**, with the
Dallas/Fort Worth International Airport Board, the Owner, dated the **DAY OF CONTRACT DATE day of MONTH
OF CONTRACT DATE, A.D. YEAR OF CONTRACT DATE**, a copy of which is hereto attached and made a part
hereof, for the **"JOB ORDER CONTRACT"** Project.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform and fulfill all of the
undertakings, covenants, terms, conditions, and agreements of said Contract in accordance with the plans,
specifications, and Contract documents during the original term thereof and any extension thereof which may be
granted by the Owner, with or without notice to the Surety, and during the life of any guaranty or warranty required
under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms,
conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be
made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or
replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the
date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and
save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform
herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making
good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Tarrant or Dallas
County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed
thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this Bond, and it
does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract
or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253, Public Work Performance and Payment
Bond, Texas Government Code Title 10, and any other applicable statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the **DAY OF CONTRACT DATE** day of **MONTH OF CONTRACT DATE**, A.D. **YEAR OF CONTRACT DATE**.

PHONE NUMBER: _____

(Note: Date of Performance Bond must be date of Contract. If Resident Agent is a corporation, give a person's name.)

SAMPLE PAYMENT BOND

THE STATE OF TEXAS)
COUNTY OF DALLAS AND)
COUNTY OF TARRANT)

KNOW ALL MEN BY THESE PRESENTS: That _____,
of _____, hereinafter called Principal, and _____,
a corporation organized and existing under the laws of the State of _____ and fully authorized to
transact business in the State of Texas, as Surety, are held and firmly bound unto the Dallas/Fort Worth
International Airport Board, acting on behalf of the Cities of Dallas and Fort Worth, municipal corporations
organized and existing under the laws of the State of Texas, hereinafter called Owner, in the penal sum of _____
DOLLARS

(\$ _____) in lawful money of the United States, to be paid in Dallas County or
Tarrant County, Texas, for the payment of which sum well and truly to be made, we hereby bind ourselves, our
heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. This Bond shall
automatically be increased by the amount of any Change Order which increases the Contract price, but in no
event shall a Change Order which reduces the Contract price decrease such obligations.

THE OBLIGATION TO PAY SAME is conditioned as follows:

Whereas, the Principal entered into a certain Contract designated as **Contract Number 9500551**, with the
Dallas/Fort Worth International Airport Board, the Owner, dated the **DAY OF CONTRACT DATE day of MONTH
OF CONTRACT DATE, A.D. YEAR OF CONTRACT DATE**, a copy of which is hereto attached and made a part
hereof, for the **"JOB ORDER CONTRACT"** Project.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties and make prompt
payment to all persons, firms, subcontractors, corporations, and claimants supplying labor and/or materials in the
prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said
Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then
this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Tarrant or Dallas
County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that
no change, extension of time, alteration, or addition to Contract, or to the Work performed thereunder, or the
Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligations on this Bond,
and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the
Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253, Public Work Performance and Payment
Bond, Texas Government Code Title 10, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent
in Dallas or Tarrant County to whom any requisite notices may be delivered and on whom service of process may
be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's
Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the **DAY OF CONTRACT DATE** day of **MONTH OF CONTRACT DATE**, A.D. **YEAR OF CONTRACT DATE**.

Principal:

BY: _____
 Typed Name Title

Surety:

By: _____

Typed Name

Title

Typed Name

Title

The Resident Agent of the Surety in Dallas or Tarrant County, Texas, for delivery of notice and service of process is:

NAME: _____

STREET ADDRESS: _____

PHONE NUMBER: _____

(Note: Date of Payment Bond must be date of Contract. If Resident Agent is a corporation, give a person's name.)

